

IT IS HEREBY ADJUDGED
and DECREED this is SO
ORDERED.



TIFFANY & BOSCO
P.A.

Dated: October 21, 2010

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Sarah S. Curley

SARAH S. CURLEY

U.S. Bankruptcy Judge

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10-08318

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF ARIZONA

IN RE:

No. 2:10-BK-07911-SSC

Sumant Kharbanda and Sapatara Kharbanda
Debtors.

Chapter 7

ORDER

Wells Fargo Bank, N.A.
Movant,

vs.

(Related to Docket #29)

Sumant Kharbanda and Sapatara Kharbanda,
Debtors, Lothar Goernitz, Trustee.

Respondents.

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefore,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated September 17, 2007 and recorded in the office of
3 the Maricopa County Recorder wherein Wells Fargo Bank, N.A. is the current beneficiary and Sumant
4 Kharbanda and Sapatara Kharbanda have an interest in, further described as:

5 Lot 512, of VILLAGE 7 AT AVIANO, according to the plat of record in the office of the County
6 Recorder of Maricopa County, recorded in Book 683 of Maps, page 9.

7 EXCEPT all oil, gas, other hydrocarbon substances, helium or other substances of a gaseous
8 nature, coal, metals, minerals, fossils, fertilizers of every name and description, together with all
9 uranium, thorium or any other material which is or may be determined to be peculiarly essential to
10 the production of fissionable materials, whether or not of commercial value.

11 IT IS FURTHER ORDERED that Movant may contact the Debtors by telephone or written
12 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
13 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
14 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against
15 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

16 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
17 to which the Debtor may convert.
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